

REMARKS

Favorable reconsideration of this application in view of the foregoing amendments and the following remarks is respectfully requested. Of claims 1-10 that were pending in the application, claims 1-3 and 6-10 were rejected in the Office Action. The indication of allowable subject matter in claims 4 and 5 is noted with appreciation. Further, in response to this positive indication, claim 4 (*i.e.*, the claim from which claim 5 depends) has been amended to be independent claim format and, therefore, claims 4 and 5 should be in condition for allowance. In addition, claims 1, 8, and 9 have also been amended. Accordingly, claims 1-10 are respectfully submitted for further consideration.

The Office Action rejected claims 8 and 9 under 35 U.S.C. § 112, ¶ 2 for various formalistic reasons each of which has been fully addressed by the amendments made herein to claims 8 and 9. Accordingly, the rejection is now moot and, therefore, should be withdrawn.

The Office Action rejected claims 1-3 and 6-10 under 35 U.S.C. §§ 102(e), 103(a) as allegedly being anticipated by, or alternatively being obvious over, U.S. Patent No. 6,290,159 ("Specht"). For the following reasons, both of these rejections are respectfully traversed.

As amended, claim 2 recites a motorized seat belt retractor that includes, among other possible things (*italic emphasis added*):

a motor having a motor shaft;
a load limiter for controlling the tensile load on a webbing withdrawn in the event of emergency; wherein the load limiter is configured to utilize a force generated by the rotation of the motor shaft to thereby control the tensile load on the webbing;
wherein the load limit is controlled *using a variable resistor located in series with the motor* in an electrical circuit configured to carry a driving current to the motor.

As hereafter explained in detail, Specht fails to teach, disclose, or suggest such a motorized seat belt retractor.

In rejecting claim 1, the Office Action asserts that because the motor 8 in Specht is a variable energy absorber, this inherently indicates that it "is variable in torque/speed which is effected by a variable current which in turn is effected by a variable resistor." Applicants respectfully disagree. Specifically, Specht teaches that the electric motor is "coupled to an energy absorber with *fixed* predetermined energy absorption, for example a torsion bar." Col. 2, lines 4-6 (*italic emphasis added*). Moreover, Specht makes clear that it is the combination

of the electric motor 8 and the torsion bar 13 that serves as the "adjustable load limiter." Col. 4, lines 20-23. Specht teaches that adjustable load is accomplished by driving the motor 8 in the appropriate direction while being coupled to the fixed load torsion bar 13. Specht fails to teach, disclose, or suggest that the motor 8 is located in series with a variable resistor.

As Specht fails to teach, disclose, or suggest each of the limitations of claim 1, Specht can not be used to reject the claim, or any claim dependent thereon, under 35 U.S.C. §§ 102(e), 103(a). Moreover, as claims 2, 3, and 6-10 depend from claim 1, each of these dependent claims is also allowable over Specht, without regard to the other patentable limitations recited therein. Accordingly, the rejections of claims 1-3 and 6-10 under §§ 102(e), 103(a) should be withdrawn.

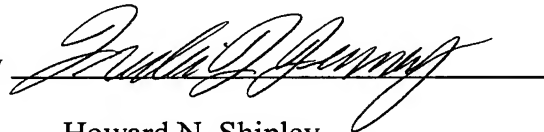
CONCLUSION

For the aforementioned reasons, claims 1-10 are now in condition for allowance. A Notice of Allowance at an early date is respectfully requested. The Examiner is invited to contact the undersigned if such communication would expedite the prosecution of the application.

Respectfully submitted,

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By



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THE COMMISSIONER IS HEREBY AUTHORIZED TO CHARGE ANY ADDITIONAL FEES WHICH MAY BE REQUIRED REGARDING THIS APPLICATION UNDER 37 C.F.R. §§ 1.16-1.17, OR CREDIT ANY OVERPAYMENT, TO DEPOSIT ACCOUNT NO. 19-0741. SHOULD NO PROPER PAYMENT BE ENCLOSED HERewith, AS BY A CHECK BEING IN THE WRONG AMOUNT, UNSIGNED, POST-DATED, OTHERWISE IMPROPER OR INFORMAL OR EVEN ENTIRELY MISSING, THE COMMISSIONER IS AUTHORIZED TO CHARGE THE UNPAID AMOUNT TO DEPOSIT ACCOUNT NO. 19-0741. IF ANY EXTENSIONS OF TIME ARE NEEDED FOR TIMELY ACCEPTANCE OF PAPERS SUBMITTED HERewith, APPLICANT HEREBY PETITIONS FOR SUCH EXTENSION UNDER 37 C.F.R. § 1.136 AND AUTHORIZES PAYMENT OF ANY SUCH EXTENSIONS FEES TO DEPOSIT ACCOUNT NO. 19-0741.